

5.I.3. Nation-wide 800 Customer Care Number --- AT&T operates the following separate, nation-wide, toll-free numbers accessible to both TTY and voice users. AT&T may change these numbers in its discretion.

TTY: 1 800 682 8786

Voice: 1 800 682 8706

5.J. Reporting and Delivery Requirements: AT&T shall provide Maine with a monthly report and performance data (hereinafter the "MERS monthly report") to include, at a minimum, the number of calls received at the TRS center and the minutes associated with these calls, and data on answer performance. A sample of the MERS monthly report is appended hereto as Attachment C. The state of Maine and/or the MERS Advisory Council is responsible for complying with any FCC state reporting requirements. AT&T shall also provide Maine with a monthly Customer Contact Report, a current sample copy of which is appended hereto as Attachment D. AT&T may, in its discretion, change the format and/or substance of these reports, but will provide reasonable notice of such changes.

6. TAXES – FEDERAL, STATE AND LOCAL

The State is exempt from Federal excise tax and from all State and local taxes. The Contractor shall not include such taxes in any invoices under this Agreement. Upon request, the State shall furnish the Contractor with tax exemption certificates.

7. FUNDING AND PAYMENT OF RELAY PROVIDER FOR RELAY SERVICES

- 7.1.** The Funding for the services provided by AT&T pursuant to this Agreement shall be as agreed to by both parties in the Tariff, a copy of which is appended hereto as Attachment E.
- 7.2.** AT&T, as the relay provider, shall submit invoices to Verizon at One Davis Farm Road, Portland, Maine 04103, Attn: Pamela Porell, for payment for relay services rendered to the State of Maine pursuant to this Agreement. These invoices shall bill for relay services rendered by billing for total minutes usage for the following types of calls:
- Billable local (i.e. measured or message rate service) and extended area service calls
 - Intrastate Local, Local Toll (i.e. measured or message rate service) and extended area service calls in Spanish and in English;
 - Operator Services for the Deaf (OSD) calls in Spanish and in English;
 - Speech-to-Speech calls (effective December 18, 2000) in Spanish

- and in English;
Pay-per-call (900) calls (effective December 18, 2000) in Spanish and in English.

All invoices shall be rendered promptly after all Services covered by the invoice have been accepted. No invoice may include any costs other than those identified in Attachment "F" of this Agreement. A current sample of the invoice is appended hereto as Attachment F. AT&T may, in its discretion, change the format and/or substance of these invoices, but will provide reasonable notice of such changes.

- 7.3. Payment shall be due within thirty (30) days after (1) acceptance of the monthly Service, (2) receipt of a correct invoice for such payment, and (3) when applicable, receipt of the payment instruction form referenced in the Section entitled ("Assignments"), whichever is latest. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. All proper charges for which payment is more than seven (7) days overdue shall accrue interest. In no event shall any interest penalty accrue, however, when payment is delayed because of a disagreement between the State and the Relay Provider, or the entity funding payment regarding the quantity, quality or time of delivery of any Product or Service or the accuracy or correctness of any invoice.

8. GOVERNING LAW

This Agreement shall be deemed executed in Augusta, Maine. This Agreement and any disputes arising under it shall be governed by the laws of the State of Maine. Any litigation arising in connection with this Agreement may be brought in the courts of the State of Maine. AT&T, as Relay Provider, shall comply with all applicable federal, state and local laws, rules and regulations.

9. INTERPRETATION OF AGREEMENT

Headings are for reference purposes only and shall not be considered in construing this Agreement. The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) this Agreement and Attachments "A" through "F"; and (2) any filed Tariff as shall be agreed to by both parties. The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of this Agreement. If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

10. AMENDMENT AND WAIVER

No amendment of this Agreement shall be effective unless it is in writing and signed by a duly-authorized representative of each party. Under no circumstance shall

any term or condition on or in any invoice, or other AT&T supplied document be effective unless signed by the State's duly-authorized representative.

No waiver of, or consent to, any breach shall be effective unless expressly made in writing and signed by the waiving or consenting party's duly—authorized representative.

11. CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAWS

AT&T hereby certifies its compliance with applicable State and Federal laws and regulations and agrees that during the initial term of this Agreement that Maine Relay Service, as provided by AT&T, will comply with the minimum requirements of the FCC. AT&T reserves the right to revisit pricing and/or provision of service to address revision or addition of applicable State and Federal relay service requirements.

12. EMPLOYMENT DISCRIMINATION

During the performance of this Agreement, AT&T, as Relay Provider, agrees as follows:

a. AT&T will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Relay Provider. AT&T agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. AT&T, in all solicitations or advertisements for employees placed by or on behalf of AT&T, as Relay Provider, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

13. ASSIGNMENT

AT&T shall have the right to assign this Agreement and to assign its rights and delegate its duties under this Agreement either in whole or in part (an "Assignment"), including, but not limited to, software licenses and other grants of intellectual property rights, at any time and without State's consent, to (i) any present or future affiliate (including any wholly-owned subsidiary or affiliated entity thereof) of AT&T (ii) any unaffiliated new entities that may be formed by AT&T pursuant to a corporate reorganization, including any subsidiary or affiliated entity thereof. AT&T shall give Maine written notice of any Assignment including (i) the effective date of the Assignment ("Effective Date"), and (ii) the entity or entities receiving rights and/or assuming obligations thereunder ("Entities"). Upon the Effective Date and to the extent of the Assignment, AT&T shall be released and discharged from all further duties under this Agreement as to materials or services transferred to assigned, ordered for or provided

prior to, on or after the Effective Date and Maine shall look only to the assignee for performance of obligations related thereto. Notwithstanding that an Assignment has been made, AT&T, at its sole option, shall continue to have the right to purchase, lease, or license material or services under this Agreement as if an Assignment had not been made.

In addition to the rights of assignment to successor entities as identified above, the parties agree that AT&T's rights under this Agreement shall be assignable, in whole or in part, to the fullest extent permitted by law, to any other party with Maine's written consent, which shall not be unreasonably withheld, and that any purported assignment or transfer without such consent shall be null and void. AT&T shall give Maine prompt written notice of the assignment, signed by authorized representatives of both AT&T and the assignee.

14. BREACH

AT&T shall be deemed in breach of this Agreement if it (a) fails to meet the operational requirements and has received written notice advising it of the failure(s) to meet an operational requirement and AT&T has failed to fix its performance in 60 days; (b) repeatedly fails to respond to requests for maintenance or other required services within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the State) following AT&T's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the State's Show Cause Notice within ten days after receiving same. AT&T shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both AT&T and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event of breach, in addition to any other remedies provided by law, the State may invoke its termination rights as set forth in Section 16 to cancel its obligations with respect to any or all unaccepted Products or Services.

In the event of any breach by the State, AT&T's remedies shall be for termination as set forth in Section 16, claims for damages and payment of invoices and any applicable interest, and, if available and warranted, equitable relief.

15. LIABILITY

AT&T shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this Agreement. AT&T shall indemnify and hold harmless the State, its officers, agents and employees from any and all claims, suits, actions, liabilities and costs of any kind, including attorneys fees, for personal injury and damage to real or personal property arising from the wrongful acts or omissions of the AT&T, its agents, officers, employees or subcontractors. **Except as stated in this provision, in no event shall either party be liable to the other party for any indirect, special or consequential damages arising out of any breach of its obligations under this agreement.**

16. **TERMINATION/ CANCELLATION OF CONTRACT**

Both parties shall have the right to cancel and terminate this contract, in part or in whole, without penalty, upon one hundred eighty (180) days written notice to the other.

**PERSONS SIGNING THIS MEMORANDUM OF UNDERSTANDING ARE
AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS
MEMORANDUM OF UNDERSTANDING OR AGREEMENT AND
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE
TERMS AND CONDITIONS OF THIS MEMORANDUM.**

AT&T CORP.

**On Behalf of the MAINE
ADVISORY COUNCIL**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: Deputy Public Advocate

Date: _____

ATTACHMENT "A"

Attachment "A" is hereby incorporated into and made an integral part of Agreement for the provision of Telecommunications Relay Services (TRS) by AT&T CORP. to the State of Maine. AT&T reserves the right to revisit pricing if applicable State or Federal requirements for relay service are added or revised.

PRICING AND OPERATIONAL AGREEMENT

YEAR ONE: October 17, 2000 – October 16, 2001
\$.__ per total minute

YEAR TWO: October 17, 2001 – October 16, 2002
\$.__ per total minute

YEAR THREE: October 17, 2002 – October 16, 2003
\$.__ per total minute

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

BILL TO ADDRESSES

All invoices for Services delivered under this agreement will be sent to the following address:

Verizon
ATTN: Pamela Porell
One Davis Farm Road
Portland, Maine 04103

MAINE POINT OF CONTACT

On behalf of Maine, the point of contact for this agreement is:

Joel Shifman, Sr., Utility Analyst
ME Public Utilities Commission
State House Station #18
Augusta, ME 04333
Fax: 207-287-1039

In addition to the Maine point of contact, notices to Maine shall also be copied to:

William H. Nye, Chair
MERS Advisory Council
253 Bruce Hill Road
Cumberland Center, ME 04021
Fax: 207-781-6205

William Black, Counsel
Office of Public Advocate
State House Station, #112
Augusta, ME 04333
Fax No.: 207-287-4317

Attachment B

**MAINE CENTER ON DEAFNESS (MCD)
OUTREACH SERVICE AGREEMENT**

This is an Agreement ("Agreement") for the Maine Center on Deafness, Inc., a Maine non-profit corporation ("MCD"), with offices at 68 Bishop Street, Portland, Maine 04103 to provide outreach services on behalf of AT&T Corp., a New York corporation ("AT&T"), with an office at 295 North Maple Avenue, Basking Ridge, New Jersey 07920, pursuant to the terms and conditions listed herein.

WHEREAS, AT&T provides telecommunications relay service ("TRS") in the State of Maine to Deaf, hard of hearing, deaf-blind, speech impaired and hearing persons wanting to communicate; and

WHEREAS, AT&T has agreed as part of its TRS services in the State of Maine to provide outreach services in the State in order to increase awareness and usage of TRS in Maine; and

WHEREAS, MCD is both capable and desirous of providing those outreach services as an independent contractor on behalf of AT&T.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the benefits accruing to each party, the parties agree as follows:

I. TERM

This Agreement shall be effective October 17, 2000 or the date that the Memorandum of Understanding for AT&T Corp. to provide Telecommunications Relay Services (TRS) to the State of Maine (the "TRS MOU Agreement") is executed, approved and effective, whichever is later. This Agreement shall terminate the earlier of either October 16, 2003, or the effective termination date of the TRS MOU Agreement.

If the TRS MOU Agreement is renewed after the initial term, AT&T and MCD may, upon mutual agreement, execute a letter renewing this Agreement for the renewal term.

II. PRICE AND PAYMENT

a. AT&T shall pay MCD _____ annually for the term of this Agreement. The annual payment shall be made in two equal installments made on January 15th and July 15th pursuant to receipt of a timely invoice to AT&T for same. If no invoice has been timely submitted to AT&T, AT&T shall not be liable for failure to make timely payment. All obligations to make payment shall cease if the agreement for AT&T to provide relay services to the State of Maine is terminated.

CONFIDENTIAL

b. It is the understanding of the parties that MCD expenses incidental to providing the services described in this Agreement shall be covered by the payments described herein. AT&T shall have no obligation to make additional payments to MCD unless AT&T has agreed in writing to make such payments prior to MCD incurring any such expense.

III. SERVICES PROVIDED

1. MCD will perform outreach services on behalf of Maine Relay Service for AT&T in the State of Maine, including, but not limited to, the following:

- Deliver presentations to targeted groups on its own initiative, at the request of customers, or at AT&T's direction.
- Submit for AT&T approval not less than fifteen (15) business days prior to the planned public distribution date all written communications.
- Host an annual (or semi-annual) state-wide community forums.
- Act as a clearing house for outreach referrals and request received via an 800 number terminating at an MCD designated location.
- Attend, on AT&T's behalf and as an AT&T representative, the quarterly meetings of the Maine Relay Service Advisory Council ("MERS Advisory Council"), if requested, present Outreach News Reports and in all cases report back to AT&T.

2. Outreach Service: A minimum of 25 outreach activities annually plus media use. The outreach shall include presentations, exhibits, and other events (negotiable) will be given targeting the following groups:

- a. Deaf community,
- b. Hard of hearing community,
- c. Speech disabled community,
- d. Businesses and schools,
- e. Hospitals, clinics and nursing homes,
- f. Civic clubs, veterans groups;
- g. Display MERS exhibit at local or state conferences, fairs and conventions.
- h. Media (television, radio, newspaper, and worldwide web).

AT&T may request that MCD perform specific outreach service activities that are required pursuant to state and/or federal requirements for consumer outreach and education. Priority shall be given to performance of such outreach activities as are required of AT&T by law or regulation.

For the purpose of keeping track of the number of outreach activities performed, an outreach activity shall be defined as a single occurrence such as a presentation, exhibition, or direct mailing (i.e., a newsletter with MERS information), a MERS article in a newspaper. Repeated exposure of the same information in the same format (i.e., an advertisement, MERS website, newsletters, etc.) shall not count as a separate activity unless agreed to by the AT&T Account Manager.

3. MCD will provide the AT&T Account Manager with:

- Future outreach activities plans;
- Monthly outreach activity reports (due 15th of each month);
- Monthly planning calendars;
- Quarterly budget reports including a break down of expenses;
- Complaint/inquiry reports (forward to appropriate AT&T staff).

IV. ROLES & RESPONSIBILITIES:

MCD Executive Director

- Responsible for performance of work by MCD Outreach Manager;
- Financial Administration;
- Compile Outreach Event Reports and submit to AT&T Account Manager monthly.
- Establish quarterly meeting with AT&T Account Manager;
- Provide and present Outreach News Reports at the Advisory Council meetings; and
- Hold internal monthly meetings with MCD Outreach Manager.

MCD Outreach Manager

- Coordinate MERS Outreach Program;
- Perform other duties as delegated by MCD Executive Director;
- 800 Number – correspondence with customers;
- Handle Outreach request for presentations and provide the presentations, etc;
- Handle customers request for MERS information;
- Submit monthly Outreach Event reports to MCD Executive Director; and
- Handle Maine customers' complaints and recommendations, and report all complaints or recommendations to AT&T Customer Service, New Castle, Pennsylvania or other service centers, as AT&T shall designate. Send copies of all complaints to MCD Executive Director and AT&T Account Manager.